

Board of Contract Appeals
General Services Administration
Washington, D.C. 20405

GRANTED IN PART: February 4, 2003

GSBCA 15945-ST

WASHINGTON GROUP INTERNATIONAL, INC.,

Appellant,

v.

DEPARTMENT OF STATE,

Respondent.

Lewis J. Baker, Edward J. Parrott, and Julie L. Gentry of Watt, Tieder, Hoffar & Fitzgerald, LLP, McLean, VA, counsel for Appellant.

Dennis J. Gallagher, Buildings and Acquisitions, Department of State, Rosslyn, VA, counsel for Respondent.

Before Board Judges **DANIELS** (Chairman), **HYATT** and **DeGRAFF**.

DANIELS, Board Judge.

The Department of State (State) entered into a contract with Washington Group International, Inc. (WGI), for the renovation of the United States Ambassador's residence in London, England. WGI claimed that it suffered \$964,599 in damages during the completion of the work required by the contract. State's contracting officer denied the claim, and WGI appealed his decision to this Board.

The parties have settled the case and jointly moved the Board, pursuant to Rule 136(e) (48 CFR 6101.36(e) (2001)), to enter judgment pursuant to their stipulation. They state that upon entry of the requested stipulated award, they will not seek reconsideration of or relief from the Board's decision, and they will not appeal that decision.

The joint motion is granted. The appeal is **GRANTED IN PART**. State shall pay to WGI the sum of \$350,000. As provided in the settlement agreement, if payment of this amount is not made by April 4, 2003, State shall also pay to WGI Contract Disputes Act interest on \$350,000 beginning on April 4, 2003, and continuing to accrue until full payment

is made. Payment shall be made from the permanent indefinite judgment fund, 31 U.S.C. § 1304 (2000). Rule 136(e).

STEPHEN M. DANIELS
Board Judge

We concur:

CATHERINE B. HYATT
Board Judge

MARTHA H. DeGRAFF
Board Judge